**TERMS AND CONDITIONS OF USE OF DUGONG AERIAL SURVEY DATABASE**

1. **Definitions**
2. **Database Material** – all data contained in the Dugong Aerial Survey Database developed by James Cook University
3. **Use of Dugong Aerial Survey Database**
   1. You may, subject to the conditions set out in clause 2.2, use the Database Material for commercial and non-commercial purposes.
   2. You must not:
4. modify the Database Material; or
5. permit, authorise or license any other person or entity to use the Database Material.
6. **Release and Indemnity**
   1. You release James Cook University from every claim, action, suit or demand for any kind of legal, equitable or administrative relief whatsoever and including all costs and expenses assessed on a full indemnity basis arising in any way out of or in connection with your use of the Database Material.
   2. You indemnify James Cook University, its officers, employees and agents against every claim, action, suit or demand for any kind of legal, equitable or administrative relief whatsoever and including all costs and expenses assessed on a full indemnity basis arising in any way out of or in connection with:
7. your use of the Database Material; or
8. any breach by you of these Terms and Conditions.
9. **General**
   1. You acknowledge that these Terms and Conditions are governed by the laws in force in Queensland, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of Queensland and the courts of appeal therefrom.
   2. Any provision of these Terms and Conditions which is illegal, void or unenforceable is ineffective to the extent only of such illegality, voidness or unenforceability without invalidating any of the remaining provisions of these Terms and Conditions.